

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

VERIZON NEW ENGLAND INC., D/B/A VERIZON MAINE

and

BIDDEFORD INTERNET CORPORATION D/B/A GREAT WORKS INTERNET

This Amendment No. 2 (the "Amendment") shall be deemed effective on May 9, 2003 (the "Effective Date") by and between Verizon New England Inc., d/b/a Verizon Maine ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and Biddeford Internet Corporation d/b/a Great Works Internet, a Maine corporation with offices at 8 Pomerleau Street, Biddeford, Maine 04005 ("BIC"). Verizon and BIC being referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in the State of Maine (the "State").

WITNESSETH:

WHEREAS, Verizon and BIC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated October 3, 2001 (the "Agreement"); and

WHEREAS, subsequent to the approval of the Agreement BIC notified Verizon that it desired to amend the Agreement; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement; and

WHEREAS, Verizon is prepared to provide unbundled dark fiber in accordance with, but only to the extent required by, Applicable Law.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the terms and conditions set forth in the Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment attached hereto shall govern Verizon's provision of unbundled dark fiber to BIC.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**BIDDEFORD INTERNET CORPORATION D/B/A
GREAT WORKS INTERNET**

**VERIZON NEW ENGLAND INC., D/B/A VERIZON
MAINE**

By: _____

By: _____

Printed: _____

Printed: Steven J. Pitterle

Title: _____

Title: Director – Contract Negotiations

Dark Fiber Attachment

1. General

- 1.1 Verizon shall provide to BIC, in accordance with the Agreement, as amended (hereinafter referred to in this Dark Fiber Attachment as the "Agreement"), this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's dark fiber on an unbundled basis; provided, however, that notwithstanding any other provision of the Agreement, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment, Verizon shall be obligated to provide unbundled dark fiber to BIC only to the extent required by Applicable Law and may decline to provide dark fiber to BIC to the extent that provision of dark fiber is not required by Applicable Law.
- 1.2 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide dark fiber pursuant to the Agreement, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment only to the extent such dark fiber, and the equipment and facilities necessary to provide such dark fiber, are available in Verizon's network; and (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any dark fiber.
- 1.3 BIC may use dark fiber only for those purposes for which Verizon is required by Applicable Law to provide such dark fiber to BIC. Without limiting the foregoing, BIC may use dark fiber: (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such dark fiber to BIC in order to allow BIC to provide such Exchange Access services.
- 1.4 Notwithstanding any other provision of the Agreement, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment to the extent Verizon is required by a change in Applicable Law to provide to BIC dark fiber or a dark fiber combination that is not offered under the Agreement, this Dark Fiber Attachment, and the Pricing Appendix to the Dark Fiber Attachment to BIC as of the Effective Date, the terms, conditions and prices for such dark fiber or dark fiber combination (including, but not limited to, the terms and conditions defining the dark fiber or dark fiber combination and stating when and where the dark fiber or dark fiber combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.
- 1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment to terminate its provision of dark fiber, if Verizon provides dark fiber to BIC, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such dark fiber, Verizon may terminate its provision of such dark fiber to BIC. If Verizon terminates its provision of dark fiber to BIC pursuant to this Section 1.5 and BIC elects to purchase other services offered by Verizon in place of such dark fiber, then: (a) Verizon shall reasonably cooperate with BIC to coordinate the termination of such dark fiber

and the installation of such services to minimize the interruption of service to Customers of BIC; and, (b) BIC shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

- 1.6 Nothing contained in the Agreement, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment shall be deemed to constitute an agreement by Verizon that any item identified as dark fiber in the Agreement, this Dark Fiber Attachment and the Pricing Attachment to the Dark Fiber Attachment is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to BIC on an unbundled basis or in combination with other Network Elements.
- 1.7 If as the result of BIC Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the BIC Customer premises, BIC will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff.
- 1.8 If and, to the extent that Verizon, prior to the Effective Date of this Amendment, has not provided in the State of [State] a service or arrangement offered under this Dark Fiber Attachment, Verizon reserves the right to negotiate in good faith with BIC reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such service or arrangement; and, if the Parties cannot agree to such terms and conditions (including without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

2. Glossary

2.1 Applicable Law

All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Dark Fiber Attachment.

2.2 Central Office

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.3 Customers

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

2.4 Dark Fiber IOF(Dark Fiber Interoffice Facility)

Consists of fiber strand(s) that are located within a fiber optic cable between either (a) accessible terminals in two or more Verizon Central Offices or (b) an accessible terminal in a Verizon Central Office and an accessible terminal in a BIC Central Office, but, in either case, that has not been activated through connection to multiplexing, aggregation or other electronics that "light it" and thereby render it capable of carrying Telecommunications Services.

2.5 Dark Fiber Loop

Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's accessible terminal located in Verizon's main termination point at a Customer premises, such as a fiber patch panel, and that has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

2.6 Dark Fiber Sub-loop

Consists of fiber optic strand(s) in a Verizon fiber optic cable (a) between Verizon's accessible terminal located within a Verizon Wire Center, and Verizon's accessible terminal at a Verizon remote terminal equipment enclosure, (b) between Verizon's accessible terminal at a Verizon remote terminal equipment enclosure and Verizon's accessible terminal located in Verizon's main termination point located within a Customer premises, or (c) between Verizon's accessible terminals at Verizon remote terminal equipment enclosures, and that in all cases has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

2.7 Exchange Access

Shall have the meaning set forth in the Act.

2.8 Loop

A transmission path that extends from a Main Distribution Frame or functionally comparable piece of equipment in a Customer's serving End Office, to the Rate Demarcation Point (or NID if installed at the Rate Demarcation Point) in or at the Customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

2.9 MDF (Main Distribution Frame).

The primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other Telecommunications facilities within the Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

2.10 Network Element

Shall have the meaning stated in the Act.

2.11 Rate Demarcation Point.

The physical point in a Verizon provided network facility at which Verizon's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in this Dark Fiber Attachment, Verizon's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

2.12 Tariff

2.12.1 Any applicable Federal or state tariff of a Party, as amended from time-to-time; or

- 2.12.2 Any standard agreement or other document, as amended from time-to-time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

The term "Tariff" does not include any Verizon statement of generally available terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.13 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.14 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.15 Wire Center.

A building or portion thereof which serves as the premises for one or more Central Office Switches and related facilities.

3. Dark Fiber Provisions

3.1

Subject to the conditions set forth in Section 1 of this Dark Fiber Attachment and upon request by BIC, Verizon shall provide BIC with access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF (collectively referred to as "Dark Fiber") in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Appendix to the Dark Fiber Attachment, rates, terms and conditions of Verizon's applicable Tariffs and, on an interim basis only until such time as there is an effective Tariff in Maine governing the provision of Dark Fiber, in accordance with the letter from Mr. Dennis L. Keshl, Administrative Director of the Commission to Mr. Edward Dinan, President and CEO of Verizon New England Inc. d/b/a Verizon Maine dated March 1, 2002 regarding Docket number 2000-849 ("Commission Letter"), which Commission Letter is hereby incorporated by reference into this Amendment. For avoidance of doubt, at such time as there is an effective Verizon Dark Fiber Tariff in the state of Maine, and subject to the foregoing, Verizon shall no longer provide Dark Fiber to BIC in accordance with the Commission Letter and shall instead provide Dark Fiber to BIC in accordance with the rates, terms and conditions set forth in the effective Verizon Dark Fiber Tariff. Because Verizon is incorporating the terms set forth in the Commission Letter into this Amendment on an interim basis in order to comply with Applicable Law in the state of Maine, such provisions shall not be deemed to have been voluntarily negotiated or agreed to by Verizon and shall not be available to carriers pursuant to Appendix D, Sections 31 and 32 of the Merger Order. Access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided by Verizon only where existing facilities are available. Access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided in accordance with, but only to the extent required by, Applicable Law. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF consist of Verizon optical transmission facilities without attached multiplexers, aggregation or other electronics. To the extent Verizon's Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF contain any lightwave repeaters (e.g. regenerators or optical amplifiers) installed thereon, Verizon shall not remove the same. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offerings.

Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offerings.

- 3.2 In addition to the other terms and conditions of the Agreement, the following terms and conditions shall apply to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF:
 - 3.2.1 Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at a Verizon accessible terminal in Verizon's Central Office that can be cross-connected to BIC's Collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's accessible terminal located in Verizon's main termination point in the Customer premises in the same serving wire center. Verizon shall be required to provide a Dark Fiber Sub-Loop only where (1) one end of the Dark Fiber Sub-Loop terminates at Verizon's accessible terminal in Verizon's Central Office that can be cross-connected to BIC's Collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's accessible terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to BIC's Collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Sub-Loop terminates at Verizon's accessible terminal located at Verizon's main termination point located within the Customer premises and the other end terminates at Verizon's accessible terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to BIC's Collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Sub-Loop terminates at Verizon's accessible terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to BIC's Collocation arrangement or adjacent structure and the other end terminates at Verizon's accessible terminal at another Verizon remote terminal equipment enclosure that can be cross-connected to BIC's Collocation arrangement or adjacent structure. A BIC demarcation point at a Customer premises shall be established in the main telco room of the Customer premises if Verizon is located in that room or, if the building does not have a main telco room or if Verizon is not located in that room, then at a location to be determined by Verizon. A BIC demarcation point at a Customer premises shall be established at a location that is no more than thirty (30) feet from Verizon's accessible terminal on which the Dark Fiber Loop or Dark Fiber Sub-Loop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Sub-Loop to the BIC demarcation point by installing a fiber jumper no greater than thirty (30) feet in length.
 - 3.2.2 BIC may access a Dark Fiber Loop, a Dark Fiber Sub-Loop, or Dark Fiber IOF only at a pre-existing Verizon accessible terminal of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, and BIC may not access a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF at any other point, including, but not limited to, a splice point or case. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF are not available to BIC unless such Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF are already terminated on an existing Verizon accessible terminal. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch panel, are not available to BIC.

- 3.2.3 Except if and, to the extent required by, Applicable Law, Verizon will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate BIC's request.
- 3.2.4 Verizon shall perform all work necessary to install (1) a cross connect or a fiber jumper from a Verizon accessible terminal to a BIC Collocation arrangement or (2) from a Verizon accessible terminal to BIC's demarcation point at a Customer premises or BIC Central Office.
- 3.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of BIC's completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of BIC's Dark Fiber Inquiry Form, indicating whether Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF may be available (if so available, an "Acknowledgement") based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF. Where a direct Dark Fiber IOF route is not available, Verizon will provide, where available, Dark Fiber IOF via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in the Pricing Appendix. Verizon reserves the right to limit the number of intermediate Verizon Central Offices on an indirect route consistent with limitations in Verizon's network design and/or prevailing industry practices for optical transmission applications. Any limitations on the number of intermediate Verizon Central Offices will be discussed with BIC. If access to Dark Fiber IOF is not available, Verizon will notify BIC, within fifteen (15) Business Days, that no spare Dark Fiber IOF is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in the Pricing Appendix to the Dark Fiber Attachment.
- 3.2.5.1 BIC shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in the Pricing Appendix to the Dark Fiber Attachment, pending receipt of an order for the Dark Fiber.
- 3.2.5.2 Upon request from BIC as indicated on the Dark Fiber Inquiry Form, Verizon shall hold such requested Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for BIC's use for ten (10) Business Days from BIC's receipt of Acknowledgement and may not allow any other party (including Verizon) to use such fiber during that time period.
- 3.2.5.3 BIC shall submit an order for the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF as soon as possible using the standard ordering process or parallel provisioning process as described in Section 3.2.5.5. The standard

ordering process shall be used when BIC does not have additional requirements for Collocation. The parallel provisioning process shall be used when BIC requires new Collocation facilities or changes to existing Collocation arrangements.

- 3.2.5.4 If no order is received from BIC for the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF within ten (10) Business Days from BIC's receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that Verizon previously notified BIC are available. Should BIC submit an order to Verizon after the ten (10) Business Day reservation period for access to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that Verizon has previously notified BIC was available, BIC assumes all risk that such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will no longer be available.
- 3.2.5.5 Upon BIC's request, the Parties will conduct parallel provisioning of Collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF in accordance with the following terms and conditions:
 - 3.2.5.5.1 BIC will use existing interfaces and Verizon's current applications and order forms to request Collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF.
 - 3.2.5.5.2 Verizon will parallel process BIC's requests for Collocation, including augments, and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF.
 - 3.2.5.5.3 Before BIC submits a request for parallel provisioning of Collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, BIC will:
 - 3.2.5.5.3.1 submit a Dark Fiber Inquiry Form and receive an Acknowledgement from Verizon; and
 - 3.2.5.5.3.2 submit a Collocation application for the Verizon Central Office(s) where the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF terminates and receive confirmation from Verizon that BIC's Collocation application has been accepted.
 - 3.2.5.5.4 BIC will prepare requests for parallel provisioning of Collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF in the manner and form reasonably specified by Verizon.

- 3.2.5.5.5 If Verizon rejects BIC's Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request, BIC may cancel its Collocation application within five (5) Business Days of such rejection and receive a refund of the Collocation application fee paid by BIC, less the costs Verizon incurred to date.
 - 3.2.5.5.6 If Verizon accepts BIC's Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request, Verizon will parallel provision the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF to a temporary location in Verizon's Central Office(s). Verizon will charge and BIC will pay for parallel provisioning of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF at the rates specified in the Pricing Appendix to the Dark Fiber Attachment beginning on the date that Verizon accepts each Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request.
 - 3.2.5.5.7 Within ten (10) Business Days after Verizon completes a BIC Collocation application, BIC shall submit a Dark Fiber change request to reposition Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF from the temporary location in that Verizon Central Office(s) to the permanent location at BIC's Collocation arrangement in such Verizon Central Office(s). BIC will prepare such request(s) in the manner and form specified by Verizon.
 - 3.2.5.5.8 If BIC cancels its Collocation application, BIC must also submit a cancellation for the unbundled Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF provisioned to the temporary location in the Verizon Central Office(s).
- 3.2.6 BIC shall order Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF by sending to Verizon a separate ASR for each A to Z route.
- 3.2.7 Where a Collocation arrangement can be accomplished in a Verizon premises, access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that terminate in a Verizon premises must be accomplished via a Collocation arrangement in that premises. In circumstances where Collocation arrangement cannot be accomplished in a Verizon premises, the Parties agree to negotiate for possible alternative arrangements.
- 3.2.8 A Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be offered to BIC in the condition that it is available in Verizon's network at the time that BIC submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for BIC's use.

- 3.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, and, therefore, will not be offered to BIC as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 3.2.10 Fiber that has been assigned to fulfill a Customer order, for maintenance purposes or for Verizon's lit fiber optic systems will not be offered to BIC as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 3.2.11 BIC shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.
- 3.2.12 BIC may not resell Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, purchased pursuant to this Dark Fiber Attachment to third parties.
- 3.2.13 Except to the extent that Verizon is required by Applicable Law to provide Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF to BIC for use for Special or Switched Exchange Access Services, BIC shall not use Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, for Special or Switched Exchange Access Services.
- 3.2.14 In order to preserve the efficiency of its network, Verizon may, upon a showing of need to the Commission, limit BIC to leasing up to a maximum of twenty-five percent (25%) of the Fiber Loops, Fiber Sub-Loops or Fiber IOF in any given segment of Verizon's network. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Amendment:
- 3.2.14.1 Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to BIC upon a showing of need to the Commission and twelve (12) months' advance written notice to BIC; and
- 3.2.14.2 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a BIC order for Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than BIC, or impair Verizon's ability to meet a legal obligation.
- 3.2.15 Except as expressly set forth in this Dark Fiber Attachment BIC may not reserve Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.
- 3.2.16 BIC shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF accommodate the requirements of BIC; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power the

Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) except as set forth with respect to the parallel provisioning process addressed above, BIC's Collocation arrangements with any proper optical cross connects or other equipment that BIC needs to access Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF before it submits an order for such access. BIC hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the geographic location at which it wishes to establish a demarcation point for a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, on or before the date that BIC places an order for the applicable a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, and that it shall maintain the same going forward.

- 3.2.17 BIC is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that have been broken. Verizon will not repair a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF have changed.
- 3.2.18 BIC is responsible for all work activities at the Customer premises. Except as otherwise required by Applicable Law, all negotiations with the premises owner are solely the responsibility of BIC.
- 3.2.19 BIC may request the following, which shall be provided on a time and materials basis (as set forth in the Pricing Appendix to the Dark Fiber Attachment):
 - 3.2.19.1 A fiber layout map that shows the streets within a Verizon Wire Center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to BIC subject to the agreement of BIC, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. BIC acknowledges that fiber layout maps do not show whether or not spare Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF are available. Verizon shall provide fiber layout maps to BIC subject to a negotiated interval.
 - 3.2.19.2 A field survey that shows the availability of Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF between two or more Verizon Central Offices, a Verizon Central Office and a BIC Central Office or a Verizon End Office and the premises of a Customer, shows whether or not such Dark Fiber Loop(s), Dark Fiber Sub-Loop(s), or Dark Fiber IOF are defective, shows whether or not such Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon's Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF. If a field survey shows that a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF is available, BIC may reserve the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, as applicable, for ten (10) Business Days from receipt

of Verizon's field survey results. If BIC submits an order for access to such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be available when Verizon receives such order, and BIC assumes all risk that the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will not be available. Verizon shall perform a field survey subject to a negotiated interval. If a BIC submits an order for a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF without first obtaining the results of a field survey of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, BIC assumes all risk that the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will not be compatible with BIC's equipment, including, but not limited to, order cancellation charges.

Pricing Appendix to the Dark Fiber Attachment

1. General

- 1.1 As used in this Appendix, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Exhibit A of this Pricing Appendix. For rate elements provided in Exhibit A of this Pricing Appendix that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify BIC in writing of such Charge in accordance with, and subject to, the notices provisions of the Agreement and thereafter shall bill BIC, and BIC shall pay to Verizon, for services provided under this Dark Fiber Attachment on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to BIC pursuant to this Section 1.4 shall be deemed to be a part of Exhibit A of this Pricing Appendix immediately after Verizon sends such notice to BIC and thereafter.
- 1.5 The Charges stated in Exhibit A of this Pricing Appendix shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Exhibit A of this Pricing Appendix also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in the Agreement, the Dark Fiber Attachment or this Pricing Appendix to the Dark Fiber Attachment, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Section 271

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under the Agreement, the Dark Fiber Attachment and this Pricing Appendix to the Dark Fiber Attachment that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which under

Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251.

3. Regulatory Review of Prices

Notwithstanding any other provision of the Agreement, the Dark Fiber Attachment and this Pricing Appendix to the Dark Fiber Attachment, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Exhibit A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

Exhibit A

VERIZON MAINE AND BIC

A. DARK FIBER¹

(a) Recurring Charges

Service or Element Description:	Recurring Charges
Loops	
Dark Fiber Loop- per ¼ Mile (per pair)	\$13.78
Loop Fixed Charge per pair	\$4.15
Serving Wire Center Charge/SWC/pair	\$12.58
Dark Fiber IOF	
Dark Fiber – IOF Mileage per pair per mile	\$41.61
Serving Wire Center Charge/SWC/pair	\$12.58
IOF Channel Termination	
Per 1/4 Mile (per pair)	\$10.40
IOF Channel Termination Fixed Charge	\$9.64
Dark Fiber Sub-Loop	TBD

(b) Non-Recurring Charges

Dark Fiber IOF	New Service
Service Order Charge	
Service Order	\$21.49
Service Order – Expedite	\$31.64
Service Connection Charge	
Service Connection CO Wiring	\$14.01
Service Connection CO Wiring –Expedite	\$19.75
Service Connection- Other	\$73.55
Service Connection- Other- Expedited	\$94.11
Installation Dispatch Charge	\$50.05
Installation Dispatch Charge- Expedited	\$66.28
Record Review- per record	\$102.76
Dark Fiber Loop	
Service Order Charge	
Service Order	\$21.49
Service Order – Expedite	\$31.64
Service Connection Charge	
Service Connection Charge -CO Wiring	\$12.67
Service Connection CO Wiring –Expedite	\$17.85
Service Connection Other	\$68.51
Service Connection- Other Charge- Expedited	\$94.99
Installation Dispatch Charge	\$50.05
Installation Dispatch Charge- Expedited	\$66.28
Record Review- per record	\$102.76
Time & materials	

¹ All rates and charges specified herein are pertaining to the Unbundled Network Element Attachment.

Network Transport Engineering-Planning per hour	\$51.21
Network Transport Engineering- Planning- per hour- Expedited	\$69.35
Network Transport Engineering- Design per hour	\$51.21
Network Transport Engineering- Design per hour- Expedite	\$69.35
OSP Operations per hour	\$48.78
OSP Operations per hour- Expedite	\$65.75
CO Frame per hour	\$39.48
CO Frame per hour– Expedite	\$55.95
DARK FIBER SUB-LOOP	TBD